

RELEASE

FOR AND IN CONSIDERATION of the sum of *** Dollars (\$***.00) in the form of drafts or checks payable as follows:

***, a Minor, by and through ***his/her Guardian ad Litem, ***
and their attorney ***

as payees, which sum shall be deemed to have been paid upon the delivery of such drafts or checks to the attorney for the undersigned, the undersigned on behalf of themselves and on behalf of all and each of their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge

and any and all other persons including, but not limited to, representatives, heirs, executors, administrators, trustees, successors, affiliates, subrogors, subrogees, lessors, lessees, grantors, grantees, assignors, assignees, subsidiaries, parent corporations, agents, employees, servants, officers, directors, members, shareholders, owners, alter egos, attorneys, council members, firms, associations, corporations, general partners, limited partners and insurers who are or may ever become liable to the undersigned, of and from any and all claims, demands, damages, actions and causes of action of every kind, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed that the undersigned suffered damage to person and property and which took place on or about ____ (date) ____, and which is the subject matter of the lawsuit entitled *** v. ***, venued in *** Superior Court, action number ***..

IN FURTHER CONSIDERATION of the above-mentioned sum, the undersigned agrees as follows:

1. There is a risk that subsequent to the execution of this Release, the undersigned will incur or suffer personal or bodily discomfort, loss, death, damage, or any of these which are in some way caused by the occurrence referred to above, but which are unknown and unanticipated at the time this Release is signed; and further that there is a risk that damages presently known may be or may become more serious than the undersigned now expects or anticipates.

2. The undersigned shall assume the above-mentioned risks and this Release shall apply to all unknown or unanticipated results of the occurrence described above as well as those known and anticipated. On behalf of the undersigned and, on behalf of all and each of the persons she represents, her heirs, executors, administrators, successors, and assigns of the undersigned, the undersigned hereby waives all rights under California Civil Code section 1542, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have

materially affected his settlement with the debtor."

3. The above-mentioned sum is the entire and only consideration for this Release and the undersigned shall be responsible for the payment of the attorneys' fees and legal expense of the undersigned.

4. This Release is the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of the parties herein released, who continue to deny such liability and to disclaim such responsibility.

5. The advice of legal counsel has been obtained by the undersigned prior to signing this Release and that a dismissal with prejudice in favor of all the parties hereby released shall be entered by the attorneys for the undersigned in all actions now pending, which involve the occurrence referred to above.

6. A division, if any, of the above-mentioned sum between the undersigned and anyone else shall in no way affect the validity of this Release.

7. *** , as the Guardian ad Litem for the Minor plaintiff *** , receives payment of the above-mentioned consideration, and executes this Release, pursuant to Probate Code §3500(b), (c) and (d), after having complied with Probate Code §§ 3600, 3601 and 3602.

8. This settlement is intended to, and the undersigned warrants that it will, dispose of all liability of the parties released to the undersigned and to all and each of the heirs, executors, administrators, and assigns of the undersigned and to any other person or entity that might now or in the future have a claim against the parties released as a result of the injuries claimed by the undersigned involving the occurrence referred to above. Should any further claim be made by any person or entity to which the parties released might be liable, directly or indirectly, as a result of the injuries claimed by the undersigned involving the occurrence referred to above, the undersigned on behalf of the heirs, executors, administrators, and assigns of the undersigned, agrees to and will hold harmless and indemnify the parties released of and from any and all liability for such claim, including all costs, expenses and attorneys' fees in defending such claim.

9. The terms and conditions of this Release are understood to be confidential and are not to be disclosed to, or discussed with any third parties or persons, absent prior court order, or as required bylaw.

I, the undersigned, have read the foregoing Release and acknowledge my understanding of and agreement to the contents thereof.

DATED: _____

*** , Guardian ad Litem for ***

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____,
personally appeared _____,

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA
My Commission Expires: _____

DECLARATION OF COUNSEL

I am an attorney licensed to practice law in this State, and I hereby represent and declare that I have fully explained the foregoing Release to the signing parties, who in turn acknowledged to me an understanding of said Release and the legal effect thereof; and the signatures on the Release were personally made by the persons whose names they are.